



AGENDA BILL APPROVAL FORM

Agenda Subject: Resolution No. 4567		Date: February 18, 2010
Department: Public Works	Attachments: Resolution No. 4567 and Exhibit A – Agreement with King County for Sewer Relocation Design	Budget Impact: \$ 183,600
Administrative Recommendation: City Council adopt Resolution No. 4567		
Background Summary: <p>Resolution No. 4567 authorizes the Mayor to execute an interagency agreement with King County Wastewater Treatment Division related the relocation of a County sewer main for the M Street Grade Separation Project. Under a previous agreement, the County agreed to reimburse the City's costs to conduct a study to evaluate the feasibility and risks associated with a shared utility crossing of SR18 and the BNSF railroad tracks for the City's relocated storm sewer and the County's relocated sanitary sewer. The City has completed the feasibility study and the County has selected a preferred alignment for the sewer relocation.</p> <p>City and County staff believe there are mutual benefits in having the City design the County's sewer relocation. According to this amendment, the City will lead the design efforts and the County will reimburse the City for its costs.</p> <p>The anticipated not to exceed cost of the design work is \$183,600, which includes both City staff and Consultant efforts.</p> <p>A Budget Adjustment of \$183,600 is needed to accept the anticipated reimbursement funds from King County.</p> <p>W0301-5 O4.9.1 C201A</p>		
Reviewed by Council & Committees: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Arts Commission <input type="checkbox"/> Airport <input type="checkbox"/> Hearing Examiner <input type="checkbox"/> Human Services <input type="checkbox"/> Park Board <input type="checkbox"/> Planning Comm. </div> <div style="width: 45%;"> COUNCIL COMMITTEES: <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Municipal Serv. <input type="checkbox"/> Planning & CD <input checked="" type="checkbox"/> Public Works <input type="checkbox"/> Other _____ </div> </div>		Reviewed by Departments & Divisions: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Building <input type="checkbox"/> Cemetery <input type="checkbox"/> Finance <input type="checkbox"/> Fire <input checked="" type="checkbox"/> Legal <input checked="" type="checkbox"/> Public Works </div> <div style="width: 45%;"> <input type="checkbox"/> M&O <input type="checkbox"/> Mayor <input type="checkbox"/> Parks <input type="checkbox"/> Planning <input type="checkbox"/> Police <input type="checkbox"/> Human Resources </div> </div>
Action: Committee Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Council Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Call for Public Hearing ____/____/____ Referred to _____ Until ____/____/____ Tabled _____ Until ____/____/____		
Councilmember: Wagner		Staff: Dowdy
Meeting Date: : March 1, 2010		Item Number: VIII.B.1

RESOLUTION NO. 4567

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERAGENCY AGREEMENT WITH KING COUNTY FOR THE PURPOSE OF DESIGNING A RELOCATED COUNTY SANITARY SEWER LINE FOR THE M STREET SE GRADE SEPARATION PROJECT C201A

WHEREAS, the City is the lead agency and is responsible for the planning, review, design, permitting, right-of-way acquisition and construction of the M Street SE Grade Separation Project, hereinafter referred to as the "Project"; and

WHEREAS, the County has an 18-inch sanitary sewer line located in the public right-of-way in the vicinity of the Project which will have to be relocated to accommodate the Project; and

WHEREAS, a study to evaluate alternatives, hereinafter referred to as "Feasibility Study," was performed and it was determined that there is a mutual benefit to the City and County in having the City perform the design of the relocation of the County's sanitary sewer as part of the Project design process; and

WHEREAS, the County is willing to compensate the City for its cost to perform the design of the sanitary sewer relocation, hereinafter referred to as the "Sanitary Sewer Relocation Design Work"; and

WHEREAS, the City and County intend that the attached agreement may be amended in the future to compensate the City for its cost to construct the sanitary sewer relocation,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN,
WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor is hereby authorized to execute an Interagency Agreement with King County for the purpose of completing the design for relocation of a King County Sanitary Sewer line for the M Street Grade Separation Project, in substantial conformity with the agreement attached hereto, marked as Exhibit "A" and incorporated herein by this reference.

Section 2. That the Mayor is authorized to implement such other administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2010.

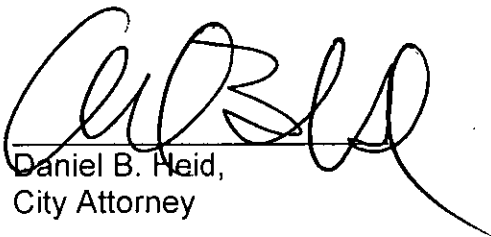
CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam,
City Clerk

APPROVED AS TO FORM:



Daniel B. Heid,
City Attorney

RESOLUTION No. 4567, EXHIBIT A

**INTERAGENCY AGREEMENT BETWEEN CITY OF AUBURN AND
KING COUNTY (WASTEWATER TREATMENT DIVISION)
FOR DESIGN OF UTILITY RELOCATION ASSOCIATED WITH
THE M STREET SE GRADE SEPARATION PROJECT**

THIS AGREEMENT is made and entered into by and between King County, a political subdivision of the State of Washington, hereinafter referred to as the "County," and City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as the "City." County and City may also be collectively referred to as the "Parties."

WHEREAS, the City has concluded that the re-grading of M Street SE at SR18 and the BNSF Railroad tracks hereinafter referred to as the "M Street Grade Separation Project" or "Project," is necessary in order to provide an acceptable level of traffic flow and road safety; and

WHEREAS, the City is the lead agency and is responsible for the planning, review, design, permitting, right-of-way acquisition and construction of the Project; and

WHEREAS, the County has an 18-inch sanitary sewer line located in the public right-of-way in the vicinity of the Project which will have to be relocated to accommodate the Project; and

WHEREAS, a study to evaluate alternatives, hereinafter referred to as "Feasibility Study," was performed and it was determined that there is a mutual benefit to the City and County in having the City perform the design for relocation of the County's sanitary sewer together with the design and construction of a City storm sewer; and

WHEREAS, the County is willing to compensate the City for its cost to perform the design of the sanitary sewer relocation, sometimes referred to as the "Sanitary Sewer Relocation Design Work" herein as specified herein; and

WHEREAS the City and County intend that this agreement may be amended in the future to compensate the City for its cost to construct the sanitary sewer relocation.

NOW THEREFORE, it is mutually agreed as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the mutual rights, responsibilities and obligations of the County and the City for the design of the sanitary sewer relocation described in Attachment A, which is attached hereto and incorporated herein by this reference. No separate legal entity is created by this Agreement.

II. DURATION

This Agreement shall become effective immediately upon execution by all parties and shall remain in effect until the Project is complete and the County has paid the City in full for the actual cost of the design of the sanitary sewer relocation, in accordance with the payment provisions of Section V herein unless terminated sooner, as provided herein. The Parties anticipate the design of the sanitary sewer relocation described in Attachment A will be completed by March 31, 2011.

III. THE CITY'S RESPONSIBILITIES

A. The City shall act as the lead agency for the Project and shall accomplish the design of the sanitary sewer relocation described in Attachments A and B, on behalf of the County in connection with the Project. The City project manager for the Project shall act as the administrator of this cooperative undertaking.

B. The City shall: (i) retain an engineering consultant (sometimes referred to as the "Consultant" herein) to prepare a scope of work for the design of the sanitary sewer relocation; (ii) provide the scope of work for the design of the sanitary sewer relocation to the County for review and approval, including identification of activities, if any, that the County will perform; (iii) obtain any and all necessary rights of entry, permits and approvals for the design of the sanitary sewer relocation and (iv) accomplish the design of the sanitary sewer relocation through the engineering consultant.

C. The County reserves the right to review and reject any plans and specifications developed for the Sanitary Sewer Work by the City that are not in compliance with the County's standards. Ultimate responsibility for the accuracy and completeness of the City's plans and specifications for the Sanitary Sewer Relocation Work rests with the City.

C. The City shall bill the County only for costs related to the Sanitary Sewer Relocation Work incurred by the City, not to exceed \$183,630 (the Maximum

Agreement Ceiling) as set forth in Attachment B, in accordance with the payment provisions of Section V of this Agreement.

IV. THE COUNTY'S RESPONSIBILITIES

A. Subject to the Maximum Agreement Ceiling, the County shall be responsible for the actual, specified costs related to the design of the sanitary sewer relocation and shall reimburse the City for such costs in accordance with the terms of Section V of this Agreement.

B. The County shall make all reasonable efforts to cooperate with the City in facilitating the Sanitary Sewer Relocation Work as set forth in Attachment A, and make necessary personnel available so as to not delay the engineering consultant's design schedule. Subject to Section VIII, the County shall be responsible for any costs the City incurs resulting from extra work associated with schedule delays caused by the County.

C. Any obligations of the County beyond the current fiscal year are subject to and contingent upon the appropriation of funds by the King County Council for the specific purpose of funding the Sanitary Sewer Relocation Work in accordance with the King County Charter and applicable law. Should such an appropriation not be approved, then this Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

V. PAYMENT

A. Subject to the Maximum Agreement Ceiling, the County agrees to reimburse the City for the actual cost of the Sanitary Sewer Relocation Work without mark-up of any kind. The City's estimate of costs is shown in Attachment B, attached hereto and incorporated herein by this reference.

B. The City shall provide the County monthly with invoices showing expenditures during the previous month on the Sanitary Sewer Relocation Work. Invoices shall itemize the engineering consultant's payments applicable to the Sanitary Sewer Relocation Work only. Invoices shall be documented to the reasonable satisfaction of the County and shall include complete invoices paid by the City to the engineering consultant, including components of the monthly invoices for which reimbursement is not sought from the County. Properly documented invoices shall be paid by the County within sixty (60) days of receipt by the County. Notice of any potential dispute regarding such payment request shall be made in writing within the same

time period. Payment by the County shall not constitute agreement as to the appropriateness of any item or acceptance of the work so represented. At the time of completion of the work under this Agreement, all required adjustments related to any potential dispute for which notice has been timely given shall be made and reflected in a final payment.

C. Subject to the Maximum Agreement Ceiling, the County shall pay the City as follows:

1. The costs incurred, without mark-up, by the City's engineering consultant to prepare the scope of work and perform necessary consulting services for the Sanitary Sewer Relocation Work, as described in Attachments A and B;
2. Actual City review and coordination costs as described in Attachments A and B.

D. Monthly invoices shall provide a summary of labor, overhead costs, fixed fee, reimbursable costs, other allowable charges and the total amount due and will include supporting documentation. If any invoice seeks reimbursement of City employee labor hours, then the invoice shall state the labor hours expended by individual City employees along with their applicable labor rates.

VI. HOLD HARMLESS AND INDEMNIFICATION

A. The City shall hold harmless, indemnify and defend the County, its officers, appointed and elected officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Sanitary Sewer Relocation Design Work and/or services performed under this Agreement, whether arising before, during or after completion of the Project or services and whether suffered by the City, its officials, employees and/or agents or any other person or entity. PROVIDED, HOWEVER, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, elected and appointed officials, employees or agents; the City expressly and specifically agrees that its obligations under this paragraph extend to any claim, action, suit, liability, loss, expense, damage and/or judgment brought by or on behalf of any of its appointed or elected officials, employees or agents. For this purpose, the City, hereby expressly and specifically waives, with respect to the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

B. The City will require its engineering consultants, contractors, subcontractors and suppliers of any tier to defend, indemnify and hold harmless King County, its officers, officials, and employees from any and all claims, injuries, damages, losses or suits including attorney's fees and costs, arising out of or in connection with the design and development of the Sanitary Sewer Relocation Design Work except for injuries and damages caused by the sole negligence of King County.

VII. TERMINATION

A. At any time, and for any reason, the City has the right to terminate this Agreement by providing written notice to the County, in which case the County shall only be responsible for costs authorized under Section V (C) herein incurred by the City prior to the City's notice of termination.

VIII. EXTRA WORK

Any change in the Sanitary Sewer Relocation Design Work, which would cause the Maximum Agreement Ceiling to exceed the amount shown in Attachment B will require a binding Letter of Agreement, signed by both the City Mayor or his designee and the County Wastewater Treatment Division Director or his/her designee, describing the changed scope of work and the estimated change in the Sanitary Sewer Relocation Design Work cost prior to the additional work being completed.

IX. INSURANCE

A. Prior to the commencement of design services for the Sanitary Sewer Relocation Design Work, the City shall cause its Consultant to maintain the following minimum insurance coverages, provide the County with evidence thereof and require compliance with all of the following provisions:

1. General Liability. \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.
2. Professional Liability Errors and Omissions. \$1,000,000 per claim and in the aggregate.

3. Automobile Liability. \$5,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number (CA 00 01 Ed. 12/90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

4. Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

5. Employer's Liability or "Stop Gap". Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

B. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

C. The insurance policies required in this Agreement are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:

(a) The County, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.

(b) To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.

(c) The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

D. Unless otherwise approved by the County, Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Best's surplus size VIII.

E. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

F. If at any time of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the City with the appropriate certificates and endorsements, for approval.

G. For work within the BNSF right-of-way, the City represents that it and/or its consultants have, at a minimum, the following insurance (per BNSF permit requirements):

1. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

2. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

3. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- The City's and/or its consultant's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

4. Railroad Protective Liability Insurance. This insurance shall name only BNSF as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall

only be effective during the initial soil boring and/or testing. If further testing and/or boring is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to BNSF prior to performing any work or services under the BNSF permit.

In lieu of providing a Railroad Protective Liability Policy, the City is participating in BNSF's Blanket Railroad Protective Liability Insurance Policy (as allowed by the BNSF permit).

X. KING COUNTY'S RELATION TO CONSULTANT

Any consultants and/or subconsultants used by the City to fulfill its obligations under this Agreement shall be retained solely by the City, shall be identified in the Budget, Attachment B and shall be subject to the scope of services and the Maximum Agreement Ceiling set forth on the attachments. Such consultants or subconsultants shall be considered independent contractors for the City. They shall not be deemed to have any contractual relationship with the County and the County shall have no obligation to pay such consultants or subconsultants.

XI PROJECT RECORDS

Upon request by the other Party, each Party will provide, within ten (10) calendar days of any request, or if the request is voluminous or is for documents in several locations then in a reasonable time, any Project-related documentation in its possession or in the possession of its agents, Contractors and Consultants (except documents that are not subject to the Washington State Public Records Act, Ch. 42.56 RCW), including but not limited to environmental analyses, geo-technical reports, engineer's records and documents, and contract payment records relating to this Agreement. In addition for a period not less than six (6) years from the final payment to the City, the City shall keep all records and accounting pertaining to this Agreement available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to this Agreement shall be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained by the City until all

litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the six-year retention period.

XII. DISPUTE RESOLUTION

A. In the event the City and the County disagree over whether the Consultant has fulfilled its obligations under the Sanitary Sewer Relocation Design Work scope of work, the City reserves the right to make the final decision as to the acceptability of the work. If a dispute arises between the County and the City related to this Agreement, the parties agree that they will attempt to resolve the issue through mutual negotiation. In the event that the Parties are not able to reach an agreement through such negotiation the Parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either party, and shall be attempted prior to the institution of any lawsuit arising under this Agreement. Each party shall designate, in writing, not more than three candidates it proposes to act as a non-binding mediator within ten days following notification of a dispute. The candidates proposed shall be from Judicial Arbitration and Mediation Services (JAMS) or Judicial Dispute Resolution (JDR) or shall be a neutral, independent and recognized expert in the field in which the dispute arises. If the Parties cannot agree on one of the mediators from the combined list within five days, then the Parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the Parties shall within 30 days, or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the Parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the Parties may thereafter seek redress in court. Venue and jurisdiction shall lie with the King County Superior Court in Seattle, Washington.

B. This Agreement has been made pursuant to, and shall be construed according to, the laws of the State of Washington.

XIII. PROPERTY

Any real or personal property acquired or used by any party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and other parties will have no joint or other interest therein. Upon termination of this Agreement, real and personal property acquired through this Agreement shall be retained or disposed of in the manner provided by law.

XIV. CHANGES AND MODIFICATIONS

Either party may request changes, amendments, or additions to any portion of this Agreement; however, except as otherwise provided in this Agreement, no such change, amendment, or addition to any portion of this Agreement shall be valid or binding upon either party unless it is in writing and executed by both parties. All such changes shall be made part of this Agreement.

XV. NOTICES

Unless otherwise directed in writing, notices, reports and payments shall be delivered to each party as follows:

City of Auburn
Public Works Department
Jacob Sweeting, P.E.
25 West Main Street
Auburn, WA
98001

King County
King County Department of Natural
Resources and Parks
Wastewater Treatment Division
Susan Hildreth, P.E.
Mailstop KSC-NR-0509
201 South Jackson Street
Seattle, Washington 98104-3855

Notices mailed by either party shall be deemed effective on the date mailed. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than five (5) days prior to the effective date.

For accounting purposes, the respective Federal Tax Identification Numbers are:

City of Auburn: 91-6001228

King County: 91-6001327

XVI. ENTIRE AGREEMENT

These provisions represent the entire and integrated agreement of the parties and may not be modified or amended except as provided herein. Any understanding, whether oral or written, which is not incorporated herein is expressly excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this Agreement and bind their respective entities.

CITY OF AUBURN

KING COUNTY
Wastewater Treatment Division

By: _____
Peter Lewis Date
Mayor

By: _____
Christie True Date
Waste Water Treatment Division
Director

**INTERAGENCY AGREEMENT BETWEEN CITY OF AUBURN AND
KING COUNTY (WASTEWATER TREATMENT DIVISION)
FOR DESIGN OF UTILITY RELOCATION ASSOCIATED WITH
THE M STREET GRADE SEPARATION PROJECT**

Attachment A – Scope of Work for Design, Survey and Environmental Services

During the term of this AGREEMENT, the City of Auburn (CITY) shall perform professional services for King County (COUNTY) in connection with the following project:

Relocation of County Sanitary Sewer for the M Street SE Grade Separation

This Scope of Work is for the Relocation of County Sanitary Sewer for the M Street SE Grade Separation Project. This scope includes project management, consultant management, preliminary engineering, environmental documentation and permitting, stakeholder coordination, final design (including plans, specifications, and estimates), public involvement, bidding services, and construction inspection and administration.

Project Description

The relocation of the existing County sanitary sewer for the M Street SE Grade Separation will require the preparation of plans and specifications for the construction of a sanitary sewer main and the decommissioning of the existing sanitary sewer main within the section of M Street SE being lowered for the M Street SE Grade Separation. Approximately 1100 feet of sanitary sewer main will need to be decommissioned on M Street SE from approximately 6th Street SE to 3rd Street SE. Effluent from the south will need to by-pass the decommissioned section via a new sanitary sewer that will connect to the existing main in M Street SE near 6th Street SE, turn and follow 6th Street SE west to L Street SE, turn and follow L Street SE north to the State Route 18 (SR18) embankment and the BNSF Railway Stampede Pass railroad tracks, cross SR18 and the railroad tracks along L Street SE, follow L Street SE north to 4th Street SE, turn and follow 4th Street SE east to M Street SE, turn and follow M Street SE north to a new connection to the existing main in M Street SE near 3rd Street SE. The approximate length of the by-pass sewer route will be 1700 feet.

Shared Tasks

The CITY is designing and constructing a separate storm sewer main that affords the decommissioning of its existing storm sewer main within the section of M Street SE being lowered for the M Street SE Grade Separation. Storm flows from the south will by-pass the decommissioned section via a series of new manholes and pipes that will follow the same general alignment as the relocated COUNTY sanitary sewer

main. The two utilities will cross SR18 and the BNSF railroad tracks in separate casings.

Since the COUNTY'S sanitary sewer main relocation and the CITY'S storm sewer main relocation will follow the same general alignment and they are both being completed for the M Street SE Grade Separation Project, it follows that they also share similar design, permitting, and construction tasks. The budget for this scope of work has been adjusted to reflect the tasks that are either partially or completely shared with the CITY'S storm relocation effort.

The CITY and the COUNTY acknowledge cost and schedule benefits to both parties from combining efforts to relocate the storm and sanitary sewers. In conducting the work, every effort will be made by the CITY's consultant to allocate their costs fairly between tasks previously identified for the CITY's storm sewer relocation, and the tasks established in this agreement for the sanitary sewer relocation work.

The table below lists shared tasks necessary for completing the design and permitting of the COUNTY'S sanitary sewer and the allocation of the costs between the CITY and the COUNTY:

Allocation of Shared Costs for Storm and Sewer Relocation

Shared Task	Total Estimated Task Cost	Estimated City Share	Estimated County Share	Cost to County	County's Task Number
Consultant Management and Administration	\$210,098	95%	5%	\$20,900	15.2.1
Schedule Development and Management	\$8,849	67%	33%	\$2,950	15.2.2
Scope and Budget Management	\$15,241	77%	23%	\$3,441	15.2.3
Monthly Progress Reporting and Invoicing	\$51,621	91%	9%	\$4,425	15.2.4
Geotechnical Work	\$160,000	100%	0%	\$0	NA
Basemap and Survey	\$95,623	92%	8%	\$7,866	15.3
Design Criteria Memo	\$4,425	0%	100%	\$4,425	15.4.1
30% Design and Plans	\$206,117	92%	8%	\$17,084	15.4.2
60% Submittal	\$384,703	91%	9%	\$33,185	15.4.3
90% Submittal	\$384,211	91%	9%	\$32,694	15.4.4
100% Submittal	\$385,071	91%	9%	\$33,554	15.4.5
Permitting	\$111,601	79%	21%	\$23,107	15.5
Construction (not included)					15.6
Total Cost to County				\$183,630	

Assumptions

The following assumptions have been made in developing the Scope of Work and Budget for the Relocation of County Sanitary Sewer for the M Street SE Grade Separation Project.

1. The CITY will amend its agreement with CH2M Hill (CITY'S CONSULTANT) for design services for the M Street SE Grade Separation to include work for the Relocation of County Sanitary Sewer for the M Street SE Grade Separation Project.
2. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, the CITY will have no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that might materially affect the ultimate project cost or schedule. The CITY, therefore, will not warranty that the actual project costs, financial aspects, economic feasibility, or schedules will not vary from CITY'S opinions, analyses, projections, or estimates.
3. Drawings will be produced using MicroStation 2004® and will be submitted in AutoCAD 2006 format, following CITY standards.
4. Bidding services, construction administration and construction inspection have not been included in this scope because they could not be accurately scoped at this time. Bidding and construction phase services may be added in a subsequent amendment of this agreement.
5. Unless otherwise noted, all project deliverables are items that are to be submitted by the CITY to the COUNTY. Unless otherwise directed by the COUNTY, the CITY will first prepare a draft version of the deliverable and submit it for review and comment. The CITY shall address any comments, make appropriate revisions, and re-submit the final version, except for plan submittals for which the CITY will submit revisions with the next planned submittal. The COUNTY will provide a consolidated set of review comments to the CITY.
6. Unless otherwise noted, the CITY shall submit two hardcopies, one bound and one unbound, and 1 electronic PDF copy of all documents listed as deliverables.
7. All calculations, analyses, design, plans, specifications, and other project work will be prepared in English units, US Survey Feet.
8. The COUNTY will provide the electronic CAD file of the L Street route prepared by the COUNTY to the CITY;
9. The CONSULTANT will verify the accuracy of the COUNTY L Street mapping provided by the CITY and merge it with the project base map;

10. The CONSULTANT will prepare and incorporate the COUNTY sanitary sewer relocation plans into the M Street SE Grade Separation project plans using the CITY CAD format and presentation standards; Unless added as an amendment to this scope, the CONSULTANT will not prepare a separate (stand alone) set of contract plans for the sanitary sewer work, but rather will prepare a combined set of plans showing all Project work along with the sanitary sewer relocation work.
11. Water quality treatment and detention will not be required for replaced impervious surface associated with the relocated sanitary sewer;
12. Existing borings and test pits previously conducted at L Street for the earlier Feasibility Study are sufficient for design and no additional geotechnical investigations will be necessary to support the sanitary sewer relocation;
13. The relocated sanitary sewer will be located within the existing CITY right of way, and cross the BNSF and WSDOT right of ways in a casing that is separate from the relocated storm drain casing;
14. Wastewater flow rates will not be calculated by CONSULTANT;
15. The COUNTY will be the applicant for the BNSF and WSDOT crossing permits/easements for the County's relocated sanitary sewer main; The CONSULTANT shall prepare and provide the documentation required to support the permits/easements. The COUNTY will forward its permit applications for BNSF and WSDOT to the CITY. The CITY will transmit the COUNTY and CITY crossing applications together with cover letters explaining that the CITY and COUNTY applications are for utility crossings related to the CITY'S M Street SE Grade Separation Project;
16. The COUNTY will provide electronic copies of standard sewer details, record drawings of the existing sanitary sewer main and side sewer connections within the project limits, and video data to confirm side sewer locations that the CONSULTANT will incorporate in the final design;
17. No permanently pumped service connections are assumed needed for the work;
18. Except Contract Documents, all submittals shall first be made as drafts and subsequently finalized per any review comments.
19. Unless otherwise indicated, all electronic submittals shall be in PDF format supplied via e-mail or FTP site.
20. The CONSULTANT will use WSDOT/APWA Contract Specifications and CITY-developed special provisions for the Contract Specifications.
21. The Sanitary Sewer Relocation Plans and Specifications will be incorporated into the same set of plans and specification as the CITY's storm sewer relocation. A separate set of Contract Documents will not be prepared.
22. No property or easement acquisitions are anticipated for the storm sewer or sanitary sewer relocation.

23. The City will conduct any community outreach regarding modification to existing sewers and other aspects of the project, with support as needed from the County.

Design Standards and References

The project shall be developed in accordance with the latest edition, amendments, and revisions of the following publications, where applicable:

1. County Standards
2. City of Auburn Publications:
 - Design Standards*, Dated December 2004 as amended
 - Construction Standards*, Dated December 2003 as amended
 - City's Boiler Plate Standard Special Provisions for the 2010 WSDOT Specifications, when available
3. State Publications:
 - 2010 Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10)
 - Standard Plans for Road, Bridge, and Municipal Construction (M 21-01)
 - Design Manual (M 22-01)
 - Hydraulic Manual (M 23-03)
 - Plans Preparation Manual (M 22-31)
 - Amendments and General Special Provisions
 - Standard Item Table
 - WSDOT 2008 Highway Runoff Manual (31-16)
 - WSDOT 2008 Environmental Procedures Manual (M 31-11)
 - WSDOT 2008 Traffic Manual (M 51-02)
 - WSDOT 2008 Local Agency Guidelines (M 36-63)
 - WSDOT Bridge Design Manual
 - WSDOT Right of Way Manual (M 26-01)
4. American Association of State Highway and Transportation Officials Publications:
 - A Policy on Geometric Design of Highways and Streets (2004 ("Green Book"))
 - Any American Association of State Highway Officials policies applicable where said policy is not in conflict with the standards of the Washington State Department of Transportation.
5. U.S. Department of Transportation Publications:
 - Manual on Uniform Traffic Control Devices for Streets and Highways (current edition)
6. Other Publications:
 - National Electrical Code
 - Book of American Society for Testing and Materials Standards

- BNSF Railway – Union Pacific Railroad: Guidelines for Grade Separation Projects
- BNSF Railway – Utility Accommodation Policy, Rev. May 2007

Obtaining WSDOT, AASHTO, USDOT, and other publications not listed as being provided by the COUNTY or CITY shall be the CITY'S CONSULTANT'S responsibility.

For administrative purposes, the task numbering for this scope of work starts at 15 because Tasks 1 thru 14 are included in the CITY'S original scope of work with the CITY'S CONSULTANT for the M Street SE Grade Separation Project. Task 15.1 is included in the Feasibility Study Agreement.

TASK 15 KING COUNTY SANITARY SEWER RELOCATION

15.2 Project Management

15.2.1 Consultant Management and Administration

The CITY will develop, execute, and administer an agreement with the CITY'S CONSULTANT to perform the work indicated in this Scope of Work. The CITY will lead the sanitary sewer relocation design efforts and will manage the CITY'S CONSULTANT related work. The CITY will coordinate and facilitate discussions, meetings, and other communications between the CITY'S CONSULTANT and the COUNTY.

15.2.2 Schedule Development and Management

The CITY'S CONSULTANT will prepare a baseline project schedule that substantiates milestone dates. The baseline project schedule will serve as a guide for scheduling the detailed work and will include a work breakdown structure (WBS) that identifies the design activities, their connectivity with other activities, their durations, and their reviews necessary to deliver the deliverables for the project. The CITY'S CONSULTANT will provide electronic copies of the project schedule to the CITY and COUNTY for review and approval. The CITY'S CONSULTANT will baseline the project schedule when it is approved by the COUNTY.

The CITY'S CONSULTANT will submit schedule updates to the CITY with each invoice or as significant changes to the schedule are proposed. For budgeting purposes, it is assumed that 12 schedule updates will be prepared.

Deliverable(s):

- Baseline Schedule
- Updated Schedule with Each Invoice

15.2.3 Scope and Budget Management

The CITY will manage the project scope and budget. Significant changes will be reported to the COUNTY as they occur and in monthly project management team meetings and/or progress reports. This task will help monitor scope and costs, and to propose corrective actions. Current financial status as well as projections of cost to complete work will be provided to the COUNTY monthly. These actions will include formal requests for budget or scope modifications.

15.2.4 Monthly Progress Reporting and Invoicing

The CITY will prepare and submit invoices and supporting documentation, on a monthly basis or as agreed is necessary by the COUNTY'S Project Manager. The City will review and incorporate CITY'S CONSULTANT invoices with the CITY invoices.

The CITY'S CONSULTANT will prepare and submit progress reports with each invoice that qualitatively describe the work accomplished during the billing period, including the status of individual tasks, meetings attended, subconsultant work and action or information needed from the CITY. Progress reports will also indicate work to be accomplished during the next billing period.

6 monthly invoices and progress reports are assumed for the project.

Deliverable(s):

- 6 Status reports on scope completion - % complete
- 6 Monthly Budget Forecasts – Estimate to Complete (ETC)
- 6 Monthly invoices
- 6 Monthly progress reports
- 6 Schedule updates (one electronic copy in PDF.)

15.3 Base Map and Survey

The CITY'S CONSULTANT will use survey mapping conducted and provided by King County, remove redundant elements previously surveyed by the CITY'S CONSULTANT, convert new mapping elements to CITY CAD format, and merge new elements with the M Street SE Grade Separation Project base map. The CITY'S CONSULTANT will convert all elevations to the NAVD88 datum.

It is assumed that during the design phase, some level of supplemental survey may be necessary, and for purposes such as private property match/conforms, utility features, structure elevations, or features requiring more definition for design purposes. For budgeting purposes this task item has been estimated to not exceed 40-field crew hours. Any costs for performing additional survey beyond 40-field crew hours, may be adjusted accordingly and approved by amendment before commencement of field activities.

Deliverable(s):

Base map hardcopy roll-plot style, PDF, and AutoCad formats

15.4 Design

The CITY's CONSULTANT will develop and expand the project design using the Feasibility Study and the preliminary layout prepared by the COUNTY. The design submittals shall generally include the sheets as shown on the table below:

Table A — Sheet List by Discipline and Submittals			
	30% Submittal	60%, 90%, & 100% Submittal	
Drawing Title	No. of Sheets	No. of Sheets	Comments
General Sewer Notes		1	
Sewer Plan and Profile	11	11	
<i>Sewer Details</i>	1	4	2 std detail shts; 2 spec. detail shts
<i>Roadway section</i>		1	L Street
Demolition and Removals		1	L Street
Paving and Grading Plans		1	L Street
Totals	12	19	

15.4.1 *Design Criteria Memo*

Before starting the design work, the CITY'S CONSULTANT will prepare a criteria memorandum to communicate, document, and obtain concurrence for the expected construction standards. The memorandum will define the criteria to be used for developing the layout, profile and details, and materials for the sewer conveyance system. Criteria will be based on King County sewer construction standards, BNSF and WSDOT requirements for perpendicular crossings, and review input from CITY and COUNTY staff. Comments on the criteria memo shall be discussed in a 2-hour review meeting to be held at the CITY.

Deliverable(s):

Sewer relocation criteria memo

15.4.2 *30% Design and Plans*

The COUNTY has determined that replacement of the existing 18-inch sanitary sewer in M Street in the vicinity of the BNSF crossing with a new 18-inch sanitary sewer offset to L street is adequate for the County's sanitary sewer main relocation. The County requires that a near-uniform slope be maintained between the points of connection to the excising main. The CITY'S CONSULTANT will design the sanitary sewer accordingly, and will not estimate sewer design flows or perform any type of hydraulic calculations to support the pipe size and slope.

The CITY'S CONSULTANT will combine the M Street SE Grade Separation update project plan sheets and limits to accommodate the project area along L Street.

The CITY'S CONSULTANT will prepare preliminary drawings for the relocated sanitary sewer main consisting of combined plan and profiles drawings. The 30% plans will show the proposed horizontal and vertical alignments, structures, slopes, and tie-in locations for the relocated sanitary sewer main. Table A identifies the sheet list for this task. Standard cut and cover trench construction is assumed for portions within City street limits. The design for the WSDOT and BNSF right-of-way crossings will be based on bore and jacked construction using an oversized steel casing. Existing residential connections to the sanitary sewer will be removed and reconnected to the relocated sanitary sewer (approximately 4). Additional stubs for potential future connections will be included (approximately 2). Additional new connections may be required to accommodate project elements and will also be included.

Deliverables:

- 30% Plans (4 full size, 4 half size, Electronic PDF and CAD files)
- 30% Opinion of Cost (2 hardcopies, Electronic Excel file)

15.4.3 60% Submittal

The CITY'S CONSULTANT will address all comments from the 30% submittal. Comments on the 30% plans shall be discussed in a 2-hour review meeting to be held at the CITY or COUNTY.

The CITY'S CONSULTANT will prepare the 60% plans to include all of the 30% elements plus demo plans, construction notes, elevations, stations, details for the sanitary sewer relocation and surface restoration plans. Table A identifies the sheet list for this task. The CITY'S CONSULTANT shall prepare an outline of the Contract Specifications for review and comment.

Deliverables:

- 60% Plans (4 full size, 4 half size, Electronic PDF and CAD files)
- 60% Opinion of Cost (2 hardcopies, Electronic Excel file)
- 60% Draft Specifications Outline (2 Hardcopy, 1 Electronic Word file set)

15.4.4 90% Submittal

The CITY'S CONSULTANT will address all comments from the 60% submittal. Comments on the 90% plans shall be discussed in a 2-hour review meeting to be held at the CITY.

The CITY'S CONSULTANT will prepare the 90% plans and specifications to include all elements required for construction. Table A identifies the sheet list for this task.

Deliverables:

- 90% Plans (4 full size, 4 half size, Electronic PDF and CAD files)
- 90% Opinion of Cost (2 hardcopies, Electronic Excel file)
- 90% Draft Specifications (2 Hardcopy, 1 Electronic Word file set)

15.4.5 100% Submittal

The CITY'S CONSULTANT will address all comments from the 90% submittal. Table A identifies the sheet list for this task. The CITY'S CONSULTANT will prepare the 100% plans, specifications, and proposal package to include all elements required for bidding and construction.

Deliverables:

- Final Plans (1 4mil Mylar, Electronic PDF and CAD files)
- Final Opinion of Cost (2 hardcopies, Electronic Excel file)
- Final Specifications and Proposal Package (2 Hardcopy, 1 Electronic Word file set)

15.5 Permitting

The CITY'S CONSULTANT shall prepare all supporting documentation required for the permits and/or easements required for the BNSF and WSDOT crossings.

The CITY'S CONSULTANT shall prepare all information required to include the County's sanitary sewer relocation with the CITY'S NEPA and SEPA permit documentation. The CITY shall modify the project APE, historic inventory, and other environmental documentation to address the combined sewer relocation project. In addition, the County will conduct an environmental review process to meet it's legal obligations as funding agency for for the sanitary sewer relocation.

15.6 Construction

Construction services are not included in this scope but may be added at a later date.

**INTERAGENCY AGREEMENT BETWEEN CITY OF AUBURN AND
KING COUNTY (WASTEWATER TREATMENT DIVISION)
FOR UTILITY RELOCATION ASSOCIATED WITH
THE M STREET GRADE SEPARATION PROJECT**

Attachment B – Budget

Consultant Labor and Expenses	\$168,630
City Expenses, Labor, and Benefits	\$15,000
Total	\$183,630